

05/10/2007 10:33 AM 002/008

PICKERING

002/008



*Service and Good Work...
Our Foundation, Our Future
Since 1946*

May 10, 2007

Mr. Johnnie J. Williams
Sales Manager
American Drum & Pallet Company, Inc.
806 Walnut Street
Memphis, TN 38126

**Re: Drum Segregation, Sampling, and Recommendations for Removal
American Drum & Pallet Company**

Dear Mr. Williams:

This Letter Agreement is in response to your request for a proposal to provide oversight for the segregation, sampling, and ultimate removal of 118 drums located on the above referenced site (hereinafter called the "Project") for American Drum and Pallet Company, Inc. (hereinafter called the "Client") by Pickering Firm, Inc. (hereinafter called the "Consultant"). We understand the scope of work will be performed at the above referenced site.

For ease of reference, this proposal is presented in three tasks as shown below.

Task I – Develop Sampling Plan

Task II – Oversight for segregation, sampling, and labeling of drums.

Task III – Oversight for removal of drums.

The Client is expected to furnish the Consultant with information concerning any special or extraordinary services needed, and also to make available pertinent existing data. The Client, in its sole discretion, may withhold any information or services it desires, but it is recognized that any information withheld from the Consultant may reduce the effectiveness and accuracy of the work product.

TASK I – DEVELOP SAMPLING PLAN

Scope of Work

The initial services will be to develop a sampling plan following TDEC and appropriate ASTM guidelines and/or standards these services will consist of the following:

- Meet with appropriate Tennessee Department of Environment and Conservation officials to determine an appropriate plan of action.
- Review appropriate ASTM standards for sampling drums with liquid and/or solids with unknown contents.

05/10/2007 10:35 PM 0012120012

PICKERING

0007000

American Drum & Pallet Co.
Drum Management
May 10, 2007

SCHEDULE

The Consultant will start the services promptly after receipt of written acceptance of this proposal as well as fees associated each task.

CLIENT RESPONSIBILITIES

The Client is to provide the Consultant with all background/site information for the above listed tasks and permit the Consultant to rely on this information without independent verification. Additionally, American Drum and Pallet Company personnel will assist the Consultant as required to handle, segregate, over pack, and move drums to complete work efforts.

GENERAL

The Client understands that the Consultant will be relying upon the information supplied by the Client's representative. If errors exist in this information upon which the Consultant relies, the Consultant shall not be held responsible for his reliance upon such statements in his report. The Consultant's services are solely for the benefit of the Client.

Services are to be rendered using current commercial practices plus the Consultant's best judgment, which, together with the general understandings applicable to the Consultant's relationship with the Client, are set forth in the printed General Provisions which are attached to and made a part of this proposal. The Client's particular responsibilities are also set forth in the General Provisions.

This proposal and the referenced attachments represent the entire understanding between the Client and the Consultant in respect of the Project and may only be modified in writing signed by both parties. If this satisfactorily sets forth your understanding of the arrangements between the Client and the Consultant, please sign one of the enclosed copies of this letter in the space provided below and return it to us. In the event of a conflict between the terms of this letter and any attachments hereto, the terms of the letter shall control.

This proposal is valid for 30 days from date of issue.

Sincerely,


PICKERING ENVIRONMENTAL CONSULTANTS, INC.



Douglas B. Dugard, Jr., CHMM, CMR, CMRS
Senior Project Manager

ACCEPTED: AMERICAN DRUM & PALLET COMPANY, INC.

BY:



Signature

DATE: 5/10/07

John J. Williams
(Type or Print Name and Title)